

National Indian Gaming Commission

SETTLEMENT AGREEMENT

SA-08-03

INTRODUCTION

This Settlement Agreement (Agreement) is entered into by and between the Kalispel Tribe of Indians (Tribe), a federally-recognized Indian tribe, and the Chairman of the National Indian Gaming Commission (NIGC Chairman), relating to the matter contained in the NIGC Chairman's Notice of Violation No. NOV-08-03.

RECITALS

1. Whereas, the Indian Gaming Regulatory Act (IGRA) authorizes the NIGC Chairman to issue civil fines for violations of the IGRA, NIGC regulations, or tribal regulations, ordinances, or resolutions approved by the NIGC Chairman under 25 U.S.C. Sections 2710 and 2712. *See* 25 U.S.C. § 2713(a)(1).
2. Whereas, under NIGC regulation 25 C.F.R. § 573.3(a), the Chairman may issue a Notice of Violation (NOV) to any person for violations of any provision of the IGRA, NIGC regulations, or any provision of a tribal gaming ordinance or resolution approved by the Chairman.
3. Whereas, on April 30, 2008, the NIGC Chairman issued NOV-08-03 for the Tribe's failure to submit an independent audit report within 120 days after the end of the gaming operation's fiscal year.
4. Whereas, the Chairman and the Tribe desire to achieve an amicable resolution of Notice of Violation No. NOV-08-03.
5. Therefore, the Chairman and the Tribe have agreed to execute this Agreement and perform in accordance with the following covenants and conditions:

TERMS OF SETTLEMENT


6. This Agreement is entered into pursuant to 25 C.F.R. § 575.6(b) and shall be effective upon the date that it is signed by the last party to sign this Agreement (the Effective Date).
7. The Tribe agrees that it was required to submit a timely audit report to the NIGC for the Northern Quest Casino for the fiscal year ended September 30, 2007.
8. The Tribe agrees that it submitted the audit report for the Northern Quest Casino for the fiscal year ended September 30, 2007, to the NIGC in an untimely fashion.
9. The Tribe agrees that the failure to submit an annual independent audit report for its gaming operation in a timely fashion is a violation of IGRA, 25 U.S.C. § 2701 *et seq.*, NIGC regulations, and the Tribe's gaming ordinance.
10. The Tribe agrees to pay a civil fine of five thousand dollars (\$5,000), made payable to the U.S. Treasury and delivered to the NIGC. The fine shall be due within thirty (30) days after the Effective Date of this settlement. The Tribe will also file a timely submission of the independent audit reports for the Northern Quest Casino for the fiscal year ending September 30, 2008. The audit report submission will be considered timely if received before January 31, 2009. If the Tribe fails to submit the audit report in a timely manner, the Chairman may decide to issue another NOV.
11. By entering this Agreement, the NIGC Chairman agrees to waive his right to impose any additional civil fine or a closure order against the Tribe for the matters addressed in NOV-08-03, unless the Tribe fails to comply with this Agreement. If the Tribe fails to comply with this Agreement, the NIGC Chairman reserves the right to issue another NOV, additional civil fines, and/or a closure order to resolve the Tribe's initial violation and/or breach of this Agreement.
12. The Tribe agrees upon execution of this Agreement to waive the right to further review of matters addressed in this Agreement, including all rights to appeal to the full Commission as set forth in 25 C.F.R. Sections 577 *et seq.* and judicial review pursuant to 25 U.S.C. Section 2714.

ADDITIONAL COVENANTS

13. This Agreement constitutes the entire agreement between the NIGC Chairman and the Tribe relating to the enforcement matter set forth in NOV 08-03. Any modification or waiver of any term of this Agreement must be in writing and signed by both parties.


14. The Tribe stipulates that this Agreement shall be deemed to be the subject of a final order of the NIGC under 25 C.F.R. § 575.4(c)(1) and a final agency action pursuant to 25 C.F.R. § 577.9(d).
15. The NIGC Chairman and the Tribe expressly agree and acknowledge that time is of the essence in this Agreement. The recitals herein shall be binding upon the parties, their agents, heirs, personal representatives, successors and assigns.
16. The parties agree that after the Effective Date, this Agreement shall be a public document and may be published or disclosed by either party.
17. This Agreement may be executed on one or more counterparts and each shall constitute an original. A signature produced by facsimile shall be deemed to be an original signature and shall be effective and binding for purpose of the Agreement.

Kalispel Tribe of Indians


Glen Nenema, Chairman

Date: 5-27-08

National Indian Gaming Commission


Philip N. Hogen, NIGC Chairman

Date: